



Browns Canyon Rafting

Arkansas River Location

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Participant Rock Climbing Agreement

(Including assumption of risks and agreement of release and indemnity)

How did you hear about us? | Internet | Brochure | Family/Friend | Signage | Ad | Other |

This agreement covers participation in certain wall climbing, bouldering, hiking, rock climbing, and related activities offered by Adrenaline Rush Ltd., a Colorado Limited Liability Company doing business as Browns Canyon Rafting. Adrenaline Rush Ltd. and Browns Canyon Rafting are referred to in this document as "BCR". **This agreement affects the legal rights of participants and their families, and should be read carefully.** It must be signed by participants eighteen years and older or by a parent or guardian of all minor Participants (those under 18 years of age). The parent or guardian (referred to in this document as "Parent") signs and agrees for himself or herself **and** on behalf of the minor participant. From this point forward, the term "Participant" will include both adult and minor users of the facilities and trips.

In consideration of being allowed to participate in the climbing and other activities offered by BCR, I, the Participant, and/or the Parent of a minor Participant, **understand, acknowledge and agree** as follows:

Activities offered by BCR include a variety of outdoor adventures including rock climbing, rappelling, mountain biking, kayaking, stand up paddle boarding, hiking, rafting, camping, outdoor games, and team building exercises. Climbers, depending on heights and other circumstances, may be supported in the climb by means of "belay" – a system of ropes or cable managed by a staff member or other person, including another Participant, at or near the base of the wall or rock and at other points along the climbing route. Bouldering activities will not be belayed, spotted or otherwise managed by BCR, although a climber may choose to be spotted by another Participant.

These activities require moderate to heavy physical exertion and can be physically and emotionally demanding. Participants may not participate in the program if he or she has any medical (mental or physical) conditions which might create risks to himself or herself or to other Participants or staff. Participant, or Parent, represents Participant has no Such conditions and the Participant, or Parent, if requested to do so, has completed BCR's Medical Form, and has done so truthfully and to the best of his or her knowledge.

Risks - The risks of the activities of BCR include, among others, the following:

- All manors of injury resulting from falling off the climbing wall, boulders, hitting other persons, rock faces, and other projections, and the ground;
- Rope abrasions, entanglement and other injuries resulting from activities on or near the rock wall or boulder, including, among others, climbing, belaying, repelling, lowering on a rope, rescue systems, and other rope uses and techniques;
- Injuries resulting from falling climbers or dropped items, including but not limited to, ropes, and climbing hardware;
- Cuts, abrasions and other trauma resulting from contact with other persons, the climbing wall, rock, and other structures;
- Failure of ropes, slings, harnesses, climbing hardware, belay devices, anchor points, and other gear and equipment related to the activities;
- Carelessness of staff and other climbers, including while supervising or managing a belay;
- The fear of heights, close personal contact with other persons, and other fears or phobias;
- The forces of nature, including hot, cold or other uncomfortable weather, snow, sleet, hail, lightning, and rain, rock fall, falling timber, and uneven terrain, cold and fast moving water, and other hazards of an outdoor environment including lakes, streams and rivers;
- Transportation to and from the activities, including getting in and out of vehicles;
- BCR from time to time employ independent contractors to perform certain services in connection with the activities. BCR is not responsible for the acts or omissions of these contractors.

The above list does not describe all possible risks associated with the activities of BCR and the list does not limit the extent or scope of the following assumption of risk, release and indemnity. The risks described above, and others, are inherent to the program and its activities – that is, they cannot be eliminated without destroying the basic nature of the program and reducing its appeal and value.

Assumptions of Risk - Participant understands that the risks described above, and others, inherent or not, may result in loss of or damage to property, personal injuries and even death. I nevertheless hereby expressly acknowledge and assume all such risks, inherent and otherwise, and whether or not described above, and voluntarily choose to participate in the activity, accepting responsibility for all such risks, and for injuries or other losses which may be encountered.

Release and Indemnity - I, an adult Participant, or Parent of a minor Participant (for myself and on behalf of the minor), hereby agree to release and discharge Adrenaline Rush Ltd. (doing business as Browns Canyon Rafting and referred to herein as BCR) its owners, directors, trustees, employees, officers, contractors, USDA Forest Service, Arkansas Headwater River Association (AHRA), and Chaffee County (referred to as "Released Parties") from all claims and liabilities in any way arising from or connected with my, or the minor participant's, enrollment or participation in the program or any of its activities, including my, or the minor participant's, presence on the premises of BCR. I understand that by signing this document, I surrender my rights, and the rights of the minor for whom I sign below, to make a claim or file a lawsuit against Adrenaline Rush Ltd, BCR, or any other Released Party for personal injury, property damage, wrongful death, or otherwise.

If I am an adult participant or Parent of a minor participant I further agree to defend and indemnify (that is, to pay or reimburse damages and costs, including attorneys' fees) BCR and the other Released Parties from any claim associated with my, or the minor participant's, enrollment or participation in an activity of BCR, whether brought by a co-Participant, member of my, or the minor's, family, a rescuer or any other person, for loss or damage either suffered by me, or the minor, or caused in whole or in part by my, or the minor's, conduct. These agreements of released and indemnity include loss or damage caused or claimed to be caused in whole or in part by the negligence, but not the intentional wrongs or the gross negligence, of BCR or another Released Party.

Other Including Photo Release - This agreement will govern participation in the activities of BCR on the date on which it is signed and thereafter until it is withdrawn by written notice to BCR. I hereby give my permission and consent to the taking of photographs, videotape, and other images of me or the minor participant and agree that such images may be published and otherwise used by BCR for advertisement, promotion, publicity, or any other purpose BCR deem appropriate, without compensation to me or to the minor participant.

If participant is a minor, the Parent has discussed the terms of this Agreement including the description of activities and risks with the minor who understands them and chooses to participate nevertheless.

The terms of this agreement and any dispute between the Released Party, Participant or Parent will be governed by the substantive laws of the State of Colorado (not including laws which might apply the laws of another jurisdiction); and any suit or mediation of the dispute will take place solely in Chaffee County, Colorado.

This document is intended to be binding, to the fullest extent of the law, on all persons signing below, and their respective successors, heirs, executors, administrators and family members. If any part of this document is deemed by a court of competent jurisdiction to be unenforceable the remainder shall nevertheless be in full force and effect. The terms of this agreement cannot be altered except by a written document signed by the parties.

Do you have any medical conditions or take medications? Yes ___ No ___ (If yes, fill out our medical form.)

Participant's Signature: _____ Date: _____

Printed Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Date of Birth: _____ Phone: _____ Email: _____

If Participant is under 18 years old: Parent / Guardian Consent and Agreement:

I, as parent or guardian of the above minor under 18 years of age, hereby consent to the terms and conditions set forth in this Release Form and agree to its terms, for myself and on behalf of the minor for whom I sign.

Parent / Guardian of Participant Signature: _____ Date: _____

Printed Name: _____

Relationship to Participant: _____